

SERVICE TERMS H2YO

1. Definitions

1.1 In these General Terms and Conditions, the following words in bold shall have the meanings as shown below:

"H2YO"	a limited liability company, duly incorporated and existing under the laws of the United States of America and Latvia with its registered office at Purva iela 12A, Valmiera, Latvia and its main place of business at Brivibas Gatve 214s, Riga, Latvia, registered with the Company Register under number 44103143471, hereinafter referred to as: "H2YO";
"Client"	a party under an agreement with H2YO for the purchase and sale or lease of Products or Additional Services;
"Parties"	Client, and H2YO jointly;
"Lease or Rent Agreement"	the agreement between H2YO and Client in which the terms and conditions of the lease or rent of Products are detailed;
"Purchase Agreement"	the agreement between H2YO and Client in which the terms and conditions of the purchase of Products are detailed;
"PO" or "Quote"	the purchase/lease/ or service order confirmation sent from H2YO to client;
"Compensation"	the amounts to be paid by Client to H2YO;
"Services"	provides supply of cartridges and maintenance services for drink dispensers or any other services as H2YO and Client have agreed and detailed in article 3.1;
"Services Agreement"	the agreement between H2YO and Client specifying the provisions and arrangements for Services outlined in the Quote, as well as the Recitals and Exhibits included therein.
"Customer Portal"	a digital interface that provides the Client with the functionality to manage and update their personal information, device details, location data, and maintenance records. The portal, designed with the capacity for the Client to add or delete data as necessary, operates in compliance with General Data Protection Regulation (GDPR) standards, ensuring data security and client control over personal and device-related information.
"Sanitary Requirements"	the sanitary requirements as specified in Annex I.
"Term"	The term of the agreement specified in the quote.

2. Interpretation

2.1 English language words used in this Agreement are intended solely to describe Latvian legal concepts, and any implications or consequences of using those words in English law or any other foreign law shall be disregarded.

- 2.2 References to any Latvian legal concept shall be deemed to include the equivalent concept in any jurisdiction other than Latvia, which closely approximates the Latvian legal concept.
- 2.3 Unless explicitly stated otherwise in this Agreement, all references to a "day" shall refer to a regular business day in Latvia, including Saturdays, Sundays, and Latvian legal holidays. Furthermore, all references to a specific time of day shall be based on Latvian time in effect on that particular day. If any period or term mentioned in this Agreement expires on a Saturday, Sunday, or Latvian legal holiday, it shall be deemed to expire on the next working day.
- 2.4 A reference to any gender shall include the other and neuter gender, and the term "person" includes any corporate or unincorporated body, whether or not it has separate legal personality.
- 2.5 The singular form includes the plural form and vice versa.
- 2.6 The headings in this Agreement are included for convenience purposes only and shall not impact the interpretation or construction of the Agreement.
- 2.7 In the event of a conflict between an English language word and any other language word used to provide clarification, the meaning of the English language word shall prevail to the extent of the conflict.
- 2.8 Any annex or schedule referenced in this Agreement constitutes an integral and inseparable part of this Agreement.

3. Services

- 3.1 Under the terms of this Agreement, H2YO is tasked with the provision of cartridges and maintenance services for drink dispensers. The decision regarding the preferred Service model is made by the Client within the Quote. All services rendered by H2YO are specified in the Quote and the Price List.
- 3.2 H2YO undertakes to perform technical maintenance, with the warranty period varying based on the chosen Service.
- 3.3 The Client entrusts H2YO, who accepts the assignment, to deliver the Services throughout the term of this Agreement for the acquired or leased healthy drink dispensers.
- 3.4 H2YO holds the right to delegate the Services to qualified third parties, but retains accountability for the Services that these third parties execute.
- 3.5 H2YO's General Terms and Conditions, which have been shared with the Client and are available on H2YO's website, apply to the (execution of) Services.
- 3.6 Any other general conditions proposed by the Client are explicitly declined.
- 3.7 In instances of conflict between this Agreement and the General Terms and Conditions, the provisions of this Agreement will take precedence.
- 3.8 The Client is required to fulfill the Sanitary Requirements for the use of the drink dispensers diligently and appropriately. Responsibility for compliance with applicable laws and regulations relating to the drink dispenser and its usage rests with the Client.
- 3.9 The Sanitary Requirements are appended to this Agreement as Exhibit A.
- 3.10 The Client must properly document and acknowledge compliance with the Sanitary Requirements throughout the term of this Agreement. If maintenance issues arise, H2YO reserves the right to request a summary of the Sanitary Requirements' implementation. This summary must be provided by the Client upon H2YO's first request. If the Client fails to provide this summary, H2YO has the unilateral authority to declare that the technical warranty provided in the chosen service model has expired.

- 3.11 The Client must ensure that its employees, customers, and any other end users of the water dispenser treat the dispenser responsibly and use it under normal conditions, in line with the Manual.
- 3.12 In the event of a faulty water dispenser, the Client must notify H2YO immediately, and at most within a 24-hour period.
- 3.13 If the Client does not meet its responsibilities as outlined in clause 3, H2YO's liability, including any warranty or guarantee obligations, is waived.

4. Tacit renewal

This Agreement will be automatically extended for an additional Term, unless one of the Parties terminates it by providing a written Notice to the other Party at least three months before the Term's conclusion.

5. Liability

- 5.1 H2YO's total liability, whether for a breach in fulfilling the Service Agreement, violating a warranty, guarantee, or indemnity commitment, or any other basis, is limited to compensating for direct damages, not exceeding the cost (excluding VAT) of the associated Services.
- 5.2 H2YO's liability based on a failure to adequately fulfill an agreement will only be activated if the Client provides H2YO with a written notice of default within five days of becoming aware of the deficiency. The notice should provide a reasonable period for H2YO to rectify the issue, and H2YO's liability only comes into effect if the breach of obligation persists even after this grace period. The notice of default should contain a detailed description of the deficiency to the greatest extent possible.
- 5.3 H2YO is not liable for indirect or consequential damage, loss of profit, damage from third-party claims against the Client, damage due to missed deadlines, or property damage involving destruction, damage, or loss of items utilized by the Client in their regular professional or business operations.
- 5.4 Damage resulting from negligence, inappropriate actions, lack of care, or damage due to failure to report product or Service defects within five days of discovery falls under the responsibility of the Client.
- 5.5 If for any reason the insurance provider does not make a payout, H2YO's liability is limited to the net value of Services billed by H2YO to the Client in the 12 months preceding the damage incident. In no event will the total compensation for damage under this section exceed €50,000.
- 5.6 The liability limitations stated in this section do not apply if H2YO is found to have acted with intentional or gross negligence.
- 5.7 Upon incurring damage, the Client is required to take measures to mitigate the damage.
- 5.8 A prerequisite for any compensation rights to exist is that the Client reports the damage to H2YO in writing within five days of the damage occurrence.
- 5.9 The stipulations of this section also apply in favor of all individuals or entities whose services H2YO utilizes in fulfilling any agreement.
- 5.10 H2YO is not obligated to deliver Services identical to those previously provided to the Client under earlier agreements but will advise the Client on comparable Services upon their initial request if the desired Services cannot be delivered.

6. Force Majeure

Neither party shall be obliged to fulfill their obligations if prevented from doing so due to force majeure. Force majeure includes situations where H2YO's suppliers fail to perform.

If a force majeure situation persists for more than thirty days, both parties have the right to terminate the Service Agreement, Purchase Agreement, or Lease Agreement by providing written notice. Any work already performed under the respective agreements shall be settled proportionately, with no further obligations between the parties.

7. Miscellaneous

- 7.1 In the event that any provision of this Agreement is deemed illegal or unenforceable under any law, rule, or regulation of any government with jurisdiction over the Parties involved, such illegality or unenforceability will not undermine the validity and enforceability of the remaining provisions. The Parties will work together to modify this Agreement concerning the illegal or unenforceable provision(s) to eliminate such invalidity or unenforceability, or decide to terminate this Agreement prematurely.
- 7.2 This Agreement, along with the rights and responsibilities it encompasses, constitutes an indivisible whole.
- 7.3 Any waivers pertaining to this Agreement must be officially communicated via a Notice.

8. Applicable law and disputes

- 8.1 The Service Agreement, Purchase Agreement, and Lease Agreement between H2YO and the Client are governed by Latvian law.
- 8.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 8.3 Any disputes that may arise between H2YO and the Client in relation to the execution of an agreement between H2YO and the Client, as well as in connection with these General Terms and Conditions, shall be submitted to the competent court in Riga.

9. Confidentiality

Both parties are obligated to maintain confidentiality regarding all information pertaining to these General Terms and Conditions, the Service Agreement, Purchase Agreement, and/or Lease Agreement.

10. Contact

If you have any inquiries, concerns, or feedback regarding these General Terms and Conditions, please don't hesitate to reach out to us at H2YO Europe SIA.

EXHIBIT A H2YO CLEANING REQUIREMENTS

1. General Guidelines for Cleaning Processes

To avoid contamination and fingerprints, it's essential to wash and disinfect your hands thoroughly before initiating any procedure. Food-safe gloves should be worn throughout each cleaning process. When removing a filter or filter cleaning tool, ensure the water supply is shut off at the main inlet to prevent unwanted leakage. Remember to turn the water supply back on at the main inlet once the filter or cleaning tool is correctly reinstalled.

- Ensure the system is cleaned as per the cleaning guidelines and following the cleaning procedures detailed in the product manual.
- Always ensure that the microfiber cloth is clean and free from particles that might cause scratching prior to usage.
- After each cleaning process, all components of the H2YO cleaning kit should be cleaned and securely stored within the cabinet or another mutually agreed-upon location. This includes proper laundering of the microfiber cloth, according to the instructions provided.
- It's advisable to utilize the corresponding service menu on the user interface on the drink dispenser during each procedure as it guides the user through the process. If there's a discrepancy between the procedure descriptions provided below and the service menu on the user interface, follow the instructions in the service menu on the user interface.
- If the cleaning procedures lead to unexpected taste or odor changes, please get in touch with your service partner and/or H2YO. Do not continue operating the affected water/flavor lines until the issue has been resolved.

IMPORTANT: The Client is responsible for documenting the execution of the Cleaning Requirements on the Customer Portal.

2. Cleaning Steps

- 2.1. Cleaning Surfaces | Tray, Inner Wall, and Screen
- 2.2. Cleaning Surfaces | Dispenser Nozzle
- 2.3. Internal Cleaning | Cartridge slot and connector
- 2.4. Internal Cleaning | Water reservoir
- 2.5. Internal Cleaning | Flavor Line
- 2.6. Internal Cleaning | Water Line

IMPORTANT: Your warranty will become void if you do not utilize the cleaning products and procedures approved by H2YO. Before initiating the cleaning process, please make sure the water supply is shut off at the main and consult the documentation provided with the sanitization liquid for additional details. Always wear sanitized gloves during the process.

3. Cleaning Schedule

- 3.1. Daily:
 - Cleaning of the nozzle and the surface should be performed using a microfiber cloth.
 - All external surfaces need to be cleaned using the H2YO approved surface sanitizer.
- 3.2. When replacing cartridges:

- When replacing a cartridge, we recommend cleaning the cartridge slot and the cartridge connector nozzle using the H2YO approved surface sanitizer.

3.3. Quarterly:

- Check your manual to verify if your installed drink dispenser has an internal water reservoir. If your system has one, this needs to be cleaned by wiping the inner walls of the reservoir using the H2YO certified surface sanitizer.
- Follow these steps if your system uses a bottle adapter: First, remove the bottle from the system. Then, empty the reservoir by dispensing all water into a cup. Finally, turn the bottle adapter clockwise 45 degrees to access the reservoir.
- If your system uses a filter system, here's what you need to do: Start by turning off the water on the main water line that feeds the drink dispenser. Next, empty the reservoir by dispensing all water into a cup. Then, gently lift the reservoir cover by one corner and turn it clockwise 45 degrees to remove it. This will provide access to the reservoir.
- Ensure that the flavors and boosts line is cleaned after a maximum of 3 months of usage.
- This procedure is part of the service contract.

3.4. Biannually:

- Water filters (if installed) need to be changed.
- Internal waterways must be cleaned using the H2YO certified cleaning tabs.
- This procedure is part of the service contract.

It has been explicitly agreed upon by all parties involved that the Cleaning Requirements as displayed on H2YO's website, or the updated manual take precedence over the Cleaning Requirements in this Exhibit. In case of any changes to the Cleaning Requirements, H2YO is obliged to inform the Client in a timely manner. The most recent version published on the website becomes applicable 30 days after such a publication.